

47-132

DEED OF SALE BY PERSONAL REPRESENTATIVE

016599

KNOW ALL MEN BY THESE PRESENTS

That Ralph W. Atkins of Waterville, County of Kennebec, State of Maine, duly appointed and acting Personal Representative of the Estate of Cecilia Atkins, Deceased, (testate), as shown by the probate records of the County of Kennebec, Maine, and having received written waivers from each person succeeding to an interest in the real property of the statutory ten (10) day notice, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to Richard J. Moss and Jane M. Moss of China, County of Kennebec, State of Maine, as joint tenants and not as tenants in common, whose mailing address is P.O. Box 206, China, Maine 04926, County of Kennebec, State of Maine, described as follows:

A CERTAIN lot or parcel of land situate on Averill Terrace and Brescia Court in Waterville, County of Kennebec and State of Maine, and more particularly bounded and described as follows:

TRANSFER
TAX
PAID

BEING Lot numbered forty-six (46) on plan entitled "Mount Merici Heights, Waterville, Maine," dated November 15, 1942, and recorded in Kennebec Registry of Deeds in Plan Book #14, Pages 14 and 16, to which plan reference is hereby made for further description, location and dimensions of the lot hereby conveyed.

SUBJECT, however, to the following restrictions numbered from I to IX, inclusive, which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, for a period extending to January 1, 1975, and which, until said date, shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

SECTION II. That no house for more than one family shall be built upon said land and that no dwelling house costing less than seven thousand dollars (\$7,000) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet.

SECTION III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet;

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon;

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots;

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SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

SECTION VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.

SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to lots numbered 20 to 36, both inclusive, 69 to 70; 46 to 47, 56 to 57, and 61 to 67, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantees herein named, or any person holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to the grantor and its assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the terms thereof. The Grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions.

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

BEING all and the same premises described in a Warranty Deed from Edward L. Atkins to Cecilia Atkins dated December 30, 1974 and recorded in the Kennebec County Registry of Deeds in Book 1788, Page 18. Reference is also made to a Quitclaim Deed from Lawrence D. Griffin to Cecilia A. Atkins dated July 7, 1969 and recorded in said Registry in Book 1498, Page 483.

WITNESS my hand and seal this 26th day of July, 1991.

Signed, Sealed
Delivered in presence of

Estate of Cecilia Atkins

[Signature]

By:

[Signature]
Ralph W. Atkins
Personal Representative

STATE OF MAINE
KENNEBEC, SS.

Date: July 26, 1991

Then personally appeared the above named Ralph W. Atkins in his capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Estate.

Before me,

[Signature]
Notary Public
Print Name:
My Commission Expires:

Stephen F. Dubord
Notary Public Attorney At Law
My Commission Expires
September 4, 1994



RECEIVED KENNEBEC SS.

1991 JUL 29 AM 9:00

ATTEST: [Signature]